

Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning



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June 20, 2001

Scott Sawyer  
Vice President – Regulatory Affairs  
Conversent Communications  
222 Richmond Street, Suite 301  
Providence, Rhode Island 02903

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Sawyer:

Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph (“Verizon”), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Conversent Communications of Maine, LLC (“Conversent”) wishes to adopt certain terms of the arbitrated Interconnection Agreement between Mid-Maine TelPlus, Inc. (“Mid-Maine”) and Verizon that was approved by the Maine Public Utilities Commission (the “Commission”) as an effective agreement in the State of Maine, as such agreement exists on the date hereof after giving effect to operation of law. Conversent wishes to adopt the Mid-Maine agreement in its entirety except for the following provisions, and associated schedules:

- 4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2);
- 5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2);
- 6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2);
- 7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC;
- 10 JOINT NETWORK CONFIGURATION AND GROOMING PROCESS;  
AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR;
- 17.0 DATABASES AND SIGNALING; and
- 19.0 DIRECTORY SERVICES ARRANGEMENTS

(The provisions of the Mid-Maine agreement, except for those specifically excluded above, shall hereinafter be referred to as the "Mid-Maine Agreement Terms"). I understand Conversent has a copy of the Mid-Maine Agreement Terms. Please note the following with respect to Conversent's adoption of the Mid-Maine Agreement Terms.

1. By Conversent's countersignature on this letter, Conversent hereby represents and agrees to the following three points:

- (A) Conversent adopts (and agrees to be bound by) the Mid-Maine Agreement Terms of the Mid-Maine/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Mid-Maine Agreement Terms, agrees that Conversent shall be substituted in place of Mid-Maine TelPlus, Inc. and Mid-Maine in the Mid-Maine Agreement Terms wherever appropriate.
- (B) Notice to Conversent and Verizon as may be required under the Mid-Maine Agreement Terms shall be provided as follows:

To Conversent:

Attention: David L. Mayer  
General Counsel and Vice President  
222 Richmond Street, Suite 301  
Providence, RI 02903  
Telephone number: 401-490-6353  
FAX number: 401-272-9751

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1320 N. Court House Road  
8th Floor  
Arlington, VA 22201  
Facsimile: 703/974-0744

- (C) Conversent represents and warrants that it is a certified provider of local telecommunications service in the State of Maine, and that its adoption of the Mid-Maine Agreement Terms will cover services in the State of Maine only.
2. Conversent's adoption of the Mid-Maine Agreement Terms shall become effective upon the date of filing of this adoption letter with the Commission (which filing Verizon will promptly make upon receipt of an original of this letter countersigned by Conversent) and remain in effect no longer than the date the Mid-Maine/Verizon agreement terminates. The Mid-Maine/Verizon agreement is currently scheduled to terminate on September 23, 2002 . Thus, the Mid-Maine Agreement Terms adopted by Conversent also shall terminate on that date.
  3. As the Mid-Maine Agreement Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Mid-Maine Agreement Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Mid-Maine Agreement Terms does not in any way constitute a waiver by Verizon of any position as to the Mid-Maine Agreement Terms or a portion thereof. Nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Mid-Maine Agreement Terms, or to seek review in any way of any provisions included in these Mid-Maine Agreement Terms as a result of Conversent's 252(i) election.
  4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Mid-Maine Agreement Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Mid-Maine Agreement Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Mid-Maine Agreement Terms.

5. Verizon reserves the right to deny Conversent's adoption and/or application of the Mid-Maine Agreement Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Mid-Maine Agreement Terms to Conversent are greater than the costs of providing them to Mid-Maine;
  - (b) if the provision of the Mid-Maine Agreement Terms to Conversent is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Mid-Maine Agreement Terms available to Conversent under applicable law.
6. Should Conversent attempt to apply the Mid-Maine Agreement Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please arrange for a duly authorized representative of Conversent to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

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Jeffrey A. Masoner  
Vice President - Interconnection Services

Reviewed and countersigned as to points A, B, and C of paragraph 1:

CONVERSENT COMMUNICATIONS OF MAINE, LLC

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(SIGNATURE)

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(PRINT NAME)

c: Stephen Hughes – Verizon

Conversent-Me-Supp-Price